

INTERNATIONAL POTATO CENTER (CIP)
Additional Terms and Conditions to the
Standard Material Transfer Agreement (SMTA)

SMTA No. 00AD19-00AJ97-180827 Date: August 27- 2018

(CIP Phytosanitary Statement No. 2018-144)

Article 1 - Legal basis:

For the **Plant Genetic Resources for Food and Agriculture under Development** transferred under this SMTA, **CIP** imposes the following **Additional Terms and Conditions**, in accordance with the discretionary right accorded to the developer under Article 12(e) of the International Treaty on Plant Genetic Resources for Food and Agriculture.

Article 2 - Definitions:

Unless specified otherwise, definitions contained in Article 2 of the SMTA shall apply to these **Additional Terms and Conditions**.

Article 3 – The Material

Each **Plant Genetic Resource for Food and Agriculture under Development** listed in the Annex 1 of this SMTA is bred by CIP and shall individually and collectively constitute the **Material**. CIP retains all rights (including any current or future intellectual property rights) to the **Material**.

Article 4 – Additional Terms and Conditions

Recipient accepts to be bound and respect the following **Additional Terms and Conditions**:

1. Upon arrival of the **Material**, **Recipient** will inform **CIP** about the status in which the **Material** was received (survival and viability).
2. **Recipient** can do evaluations with the **Material**. **Recipient** is requested to share data obtained from evaluations with CIP in an Annual Report, by using the form provided by CIP (which can be modified by CIP from time to time), for inclusion in the CIP Global Trials Data Management System (<https://research.cip.cgiar.org/confluence/display/GDET4RT/Home>).
3. **Recipient** can do crosses and/or genetically engineer the **Material**. If **Recipient** makes crosses or genetically engineers the **Material**, **Recipient** must include this in the Annual Report. If **Recipient** releases a progeny or genetically engineers a product derived from the **Material** for commercial use, **Recipient** must include this in the Annual Report.
4. **Recipient** cannot transfer the Material to any other person or entity without first obtaining the prior written consent by **CIP**.
5. Upon request by CIP **Recipient** agrees to provide germplasm of the **Material** to CIP in **Recipient's** country.
6. **Recipient** can evaluate the **Material** for variety release, and **Recipient** must first obtain a license agreement from CIP for releasing the **Material** for commercial cultivation and/or use.
7. If **Recipient** uses the **Material** for any scientific publication, **Recipient** should acknowledge CIP as the breeder and provider of the **Material** and list the CIP germplasm identifier as it appears in this SMTA.
8. **Recipient** will provide to CIP and **Annual Report** by electronic submission by end of February of each calendar year following the year the **Material** was received and for as long as the **Material**

is maintained by **Recipient** . The **Annual Report** will contain at the minimum (i) the results of the evaluation of the **Material**; (ii) the list of crosses made and genetic engineering realized; (iii) the list of progenies or genetically engineered products derived from the **Material** and released; (iv) the list of **Recipient**'s scientific publications referring to the **Material**; (v) list of the **Material** maintained by **Recipient** at the time of reporting.

Article 5 – Reports, Communications and Notices:

For the purposes of these Additional Terms and Conditions all communications to CIP should be addressed to CIP-Germplasm@cgiar.org with copy to CIP-DDG-Research@cgiar.org .

Article 6 - Period of validity:

These Additional Terms and Conditions shall remain binding upon **Recipient** for the period of validity of the SMTA, unless the Provider agrees otherwise in writing.

Name of **Recipient** legal entity: **Genome Center – USA**

MLS PID # of **Recipient** legal entity: **00AJ97**

I, undersigned, hereby represent that I am authorized to sign this Agreement on behalf of **Recipient** legal entity.

Name: Luca Comai

Signature: 

Date: May 15, 2019

Annex 1: List of the material provided by the International Potato Center that are CIP Plant Genetic Resource for Food and Agriculture under Development (PGRFA_ud)

	AcceNumb	Origin	IT	Female Parent	Male Parent	Form	Number Sent	Crop
1	CIP 596131.4	PER	PGRFA_ud	IVP-35	801037=(IVP-101)	In-vitro	12	Potato